OIPE JC139 JAN 09 2003 PATENT & TRADEMARK OFFICE

02-12-2003

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Form PTO-1594 (Rev 6-93)

RECORDA TRA

U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 1-9-03

WILLINGER BROS., INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
*Corporations
☐ Other

Additional name(s) of conveying party(ies) attached? ☐Yes ☐ No

3. Nature of conveyance:

☐ Assignment ☐ Merger

* Security Agreement ☐ Change of Name

☐ Other

Execution Date: December 17, 2002

2. Name and address of receiving party(ies):

Name: THE ROYAL BANK OF SCOTLAND PLC, FRANKFURT BRANCH, as administrative agent

Internal Address:

Street Address: Wiesenau 43
60323 Frankfurt am Main
Germany

City: State: ZIP:
Country:

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
* Other bank, financial institution

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes * No

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s) SEE ATTACHMENT I

B. Trademark No.(s) SEE ATTACHMENT I

Additional numbers attached * Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert E. Rude II

Internal Address: Mayer, Brown, Rowe & Maw

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 24

7. Total fee (37 CFR 3.41): $575.00

* Enclosed (Check No. 2137)

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert E. Rude II	RSRII	January 9, 2003
Name of Person Signing	Signature	Date

Total number of pages comprising cover sheet and document attachments: 8

02/12/2003 GTON11 00000153 73552960

01 FC:8521 40.00 OP
02 FC:8522 575.00 OP

Trademarks

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Date	Owner
Country Specific Trademarks							
7-ACRES	UNITED STATES	73/552960	04MR1986	1384885		04MR2006	WILLINGER BROS., INC.
ACURA	UNITED STATES	73/782342	18SE1990	1613596		18SE2010	WILLINGER BROS., INC.
AEROBIC FRAME	UNITED STATES	73/541463	26NO1985	1372526		26NO2005	WILLINGER BROS., INC.
AEROBIC GRID	UNITED STATES	74/720456	08AP1997	2051547		08AP2007	WILLINGER BROS., INC.
ANGEL FISH DESIGN	UNITED STATES	73663007	15DE1987	1469046		15DE2007	WILLINGER BROS., INC.
BIO-BAG	UNITED STATES	73/541462	26NO1985	1372525		26NO2005	WILLINGER BROS., INC.
BIO-FOAM	UNITED STATES	74/720453	03JE1997	2067829		03JE2007	WILLINGER BROS., INC.
CHANNEL FLOW	UNITED STATES	74/701325	07OC1997	2103917		07OC2007	WILLINGER BROS., INC.
DIATOMAGIC	UNITED STATES	74/399689	07MY1996	1973207		07MY2006	WILLINGER BROS., INC.
DUOSTONE & DESIGN	UNITED STATES	73/623661	28AP1987	1438022		28AP2007	WILLINGER BROS., INC.
ECOLOGY	UNITED STATES	73/623660	02JE1987	1441183		02JE2007	WILLINGER BROS., INC.
ENERGIZER	UNITED STATES	73/609746	21JL1987	1448158		21JL2007	WILLINGER BROS., INC.
JUNIOR	UNITED STATES	73/807150	13FE1990	1582528		13FE2010	WILLINGER BROS., INC.
SECOND NATURE	UNITED STATES	73/091985	13DE1977	1079228		13DE2007	WILLINGER BROS., INC.
SECOND NATURE	UNITED STATES	409600	24AP1984	1275118		24AP2004	WILLINGER BROS., INC.
SILAFLEX	UNITED STATES	73/171747	05FE1980	1130356		05FE2010	WILLINGER BROS., INC.
SOFTNET	UNITED STATES	73/623550	07JL1987	1446354		07JL2007	WILLINGER BROS., INC.
ULTRA-LUSH	UNITED STATES	74/635399	09AP1996	1967527		09AP2006	WILLINGER BROS., INC.
VIQUARIUM	UNITED STATES	74/701506	03JE1997	2067774		03JE2007	WILLINGER BROS., INC.
WATER'S EDGE	UNITED STATES	74/701505	03JE1997	2067773		03JE2007	WILLINGER BROS., INC.

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Date	Owner
WHISPER	UNITED STATES	73/091984	29NO1977	1078246		29NO2007	WILLINGER BROS., INC.
WHISPER	UNITED STATES	73/577732	29JL1986	1403127		29JL2006	WILLINGER BROS., INC.
WHISPER	UNITED STATES	78/141933	08JL2002				WILLINGER BROS., INC.
WONDER TUBE	UNITED STATES	73/555371	25MR1986	1387539		25MR2006	WILLINGER BROS., INC.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 17, 2002, is made between WILLINGER BROS., INC., a Delaware corporation (the "Grantor"), and THE ROYAL BANK OF SCOTLAND PLC, FRANKFURT BRANCH, as security agent for the Senior Finance Parties and the Mezzanine Finance Parties pursuant to the Security Trust Agreement (defined below) (together with any successor(s) and assign(s) thereto in such capacity, the "Security Agent");

W I T N E S S E T H :

WHEREAS, pursuant to the U.S.$40,000,000 and euro 102,500,000 senior credit facilities agreement (as amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, and including any agreement extending the maturity of, or refinancing or restructuring of the facilities (including, but not limited to, the inclusion of additional borrowers or guarantors thereunder or any increase in the amount borrowed), the "Senior Credit Facilities Agreement"), dated the date hereof, among ORLA Zweiunddreißigste Vermögensverwaltung GmbH (the "Parent"), the Senior Borrowers, the Senior Guarantors, the Senior Banks, The Royal Bank of Scotland PLC, Frankfurt Branch, as arranger, facility agent and security agent thereunder (the "Senior Agent"), the Senior Banks have extended Senior Commitments to make extensions of credit (including the making of Letters of Credit) to the Senior Borrowers (such extensions of credit being hereafter collectively referred to as the "Senior Credit Extensions");

WHEREAS, pursuant to the euro 30,000,000 mezzanine credit facility agreement (as amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, and including any agreement extending the maturity of, or refinancing or restructuring of the facilities (including, but not limited to, the inclusion of additional borrowers or guarantors thereunder or any increase in the amount borrowed), the "Mezzanine Credit Facility Agreement" and together with the Senior Credit Facilities Agreement, the "Credit Facilities Agreements"), dated the date hereof, among the Parent, Tetra Holdco GmbH & Co. KG (the "Mezzanine Borrower"), the Mezzanine Guarantors, the Mezzanine Lenders and The Royal Bank of Scotland PLC, Frankfurt Branch, as arranger, facility agent and security agent thereunder (the "Mezzanine Agent"), the Mezzanine Lenders have extended Mezzanine Commitments to make extensions of credit to the Mezzanine Borrower (such extensions of credit being hereafter collectively referred to as the "Mezzanine Credit Extensions" and, together with the Senior Credit Extensions, the "Credit Extensions");

WHEREAS, pursuant to a Security Trust Agreement, dated as of the date hereof, by and among the Obligors party thereto, the Security Agent, the Facility Agent, the Mezzanine Agent, the Senior Banks and the Mezzanine Lenders, the Security Agent has agreed to act as security agent for the Senior Finance Parties and the Mezzanine Finance Parties;

WHEREAS, in connection with the Credit Facilities Agreements, the Grantor has executed and delivered a Security Agreement, dated as of December 17, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of each Credit Facilities Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Security Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Liabilities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce (i) the Senior Banks to make Senior Credit Extensions under the Senior Credit Facilities Agreement, (ii) the Mezzanine Lenders to make Mezzanine Credit Extensions under the Mezzanine Credit Facility Agreement, and (iii) the Banks and/or their affiliates to enter into Hedging Agreements, the Grantor agrees, for the benefit of each Finance Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Liabilities, the Grantor does hereby mortgage, pledge and hypothecate to the Security Agent, and grant to the Security Agent a security interest in, for its benefit and the benefit of each Finance Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment 1 attached hereto;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b), to the extent not owned by a third party licensor; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark or Trademark registration referred to in Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Security Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent for its benefit and the benefit of each Finance Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Security Agent and each Finance Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WILLINGER BROS., INC.

By: _____
Name:
Title:

THE ROYAL BANK OF SCOTLAND PLC,
FRANKFURT BRANCH,
as Security Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WILLINGER BROS., INC.

By: _____
Name:
Title:

THE ROYAL BANK OF SCOTLAND PLC,
FRANKFURT BRANCH,
as Security Agent

By: _____
Name: DAN SCHNEIDER
Title: DIRECTOR

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